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ABSTRACT

Developments in the area of academic collective bargaining are examined. Issues pertaining to interest and final offer arbitration are discussed, with attention to authority of judicial arbitrators and interest arbitrators, standards for the interest arbitrator, and public sector problems. Information on strikes in the fall of 1980 indicate no trend with respect to type of impasse issue, geographical location of institutions, and the bargaining agent involved. Summary data on 1977-80 strikes and observations on trends are included. Based on a review of tenure policies, issues concerning the following areas are identified: defining the probationary employee, rights during the probationary period, tenure, and rights of tenured personnel. Additionally, news is presented concerning: contracts and settlements, court cases, elections, legislation, state decisions, research in progress, strikes, cases resulting from the Yeshiva decision, and activities/notes from the National Center. (SW)

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NEWSLETTER

NATIONAL CENTER
FOR THE STUDY OF
COLLECTIVE BARGAINING
IN HIGHER EDUCATION
AND THE PROFESSIONS

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"INTEREST" AND "FINAL OFFER" ARBITRATION

Academic bargaining, as a relatively new field in employee relations, is still feeling its way in attempting to adapt industrial procedures to the conditions of campus life. It therefore pays to keep an eye on what is happening in the general trends, particularly with reference to procedures aimed at preventing impasse. Theoretically, methods of peaceful conflict-resolution that work in industry, which is permeated with the profit motive, should be equally or even more effective in the collegial atmosphere.

In fact, the use of arbitration in higher education seems to be following the pattern set in industry. For a long time, employers were willing to accept judicial (or grievance) arbitration but were distrustful of interest arbitration. Allowing arbitrators to interpret contract language to which one has agreed is certainly less formidable than permitting an arbitrator to write the language of the contract itself, as is done in interest arbitration.

Interest vs. Judicial Arbitration

The increasing use of arbitration to end deadlocks at the bargaining table comes about only after employers and unions have had sufficient experience with judicial arbitration and have developed confidence in the impartiality and good judgment of neutrals. In the case of higher education, even judicial arbitration has been a relatively new experience.

Nevertheless, some campus pioneering has been done in the area of interest arbitration, principally in the public sector. This is particularly striking because such arbitration runs into unusual hurdles, involving special constitutional problems.

Ordinarily, an issue that must ultimately be resolved by legislative action — for example, salary increases in a state university — cannot be delegated to another party, especially a private citizen like an arbitrator. Indeed, it was on this issue that Franklin D. Roosevelt's National Industrial Recovery Act foundered when the Supreme Court ruled that Congress had improperly delegated some of its legislative authority to non-governmental personnel. The Court said bluntly: "The Congress is not permitted to abdicate or to transfer to others the essential legislative functions with which it is thus vested." (*Schechter Poultry Corp. v. United States*, 295 U.S. 495 (1935))

Yet interest arbitration has come to play an increasing role in public sector bargaining as a result of two approaches. One is to treat the arbitrator's award as "advisory" even though the parties may have agreed, as between themselves, to be bound, subject to the ultimate approval of the appropriate government agency. The second route has been that of state governments committing themselves in advance to the acceptance of awards in interest arbitration.

This has been the case, for example, in New Jersey, where no constitutional challenge, based on allegations of improper delegation, has been made in the courts. In the first two years of the law's operation (1978 and 1979) some 600 petitions for such arbitrations were filed, and more than 170 awards were actually handed down. Voluntary settlements were achieved in the majority of cases. (See James W. Mastriani, "Compulsory Interest Arbitration: An Analysis of the First Two Years' Experience", in *Interest Arbitration*, Proceedings of Conference, Institute of Management and Labor Relations, Rutgers University, New Brunswick, N.J., pp. 9 and 11)

Authority of the Judicial Arbitrator

Ordinarily, of course, so-called voluntary arbitration does indeed leave the parties bound in accordance with the classic principles laid down in the famous Steelworkers Trilogy where the Supreme Court enunciated three critical concepts governing the arbitrator's authority in handling grievances. The Supreme Court held:

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* 1. The courts do not have the power to review the merits of the judicial arbitrator's award. Justice Douglas, speaking for the Court, granted extraordinary standing to an arbitrator's award — even greater, in some respects, than would be accorded to the judgment of a lower court. He wrote:

The collective agreement calls for the submission of grievances in the categories which it describes, irrespective of whether a court may deem them to be meritorious. . . . The function of the court is very limited when the parties have agreed to submit all questions of contract interpretation to the arbitrator. It is confined to ascertaining whether the party seeking arbitration is making a claim which on its face is governed by the contract. Whether the moving party is right or wrong is a question of contract interpretation for the arbitrator.

The courts, therefore, have no business weighing the merits of the grievance, considering whether there is equity in a particular claim, or determining whether there is particular language in the written instrument which will support the claim. The agreement is to submit all grievances to arbitration, not merely those the court will deem meritorious. The processing of even frivolous claims may have therapeutic values of which those who are not a part of the plant environment may be quite unaware. (*United Steelworkers of America v. American Mfg. Co.*, 363 U.S. 564 (1960))

2. Judicial arbitration is deemed to be so important to labor peace that the courts must assume that the arbitrator has authority to deal with the subject unless it has been expressly withheld from his jurisdiction. On this Justice Douglas wrote:

In the absence of any express provision excluding a particular grievance from arbitration, we think only the most forceful evidence of a purpose to exclude the claim from arbitration can prevail, particularly where, as here, the exclusion clause is vague and the arbitration clause quite broad. (*United Steelworkers of America v. Warrior & Gulf Navigation Co.*, 363 U.S. 574 (1960))

3. If it can be shown that the arbitrator did exceed his authority in that his award was not based on an interpretation of language in the contract, if in effect he attempted to rewrite the contract, his award will not withstand the scrutiny of the courts. Here Justice Douglas wrote:

An arbitrator is confined to interpretation and application of the collective bargaining agreement; he does not sit to dispense his own brand of industrial justice. He may of course look for guidance from many sources, yet his award is legitimate so long as it draws its essence from the collective bargaining agreement. When the arbitrator's words manifest an infidelity to this obligation, courts have no choice but to refuse enforcement of the award. (*United Steelworkers of America v. Enterprise Wheel & Car Corp.*, 363 U.S. 593 (1960))

In this regard, it should be noted, the Court gives wide latitude to the arbitrator on the assumption that he has

been chosen for his role by the parties because he has a special knowledge of industrial realities over and above the provisions of the contract which cannot possibly cover all eventualities. Quoting Archibald Cox, the Court said:

There are too many people, too many problems, too many unforeseeable contingencies to make the words of the contract the exclusive source of rights and duties. One cannot reduce all the rules governing a community like an industrial plant to fifteen or even fifty pages. Within the sphere of collective bargaining, the institutional characteristics and the governmental nature of the collective-bargaining process demand a common law of the shop which implements and furnishes the context of the agreement. We must assume that intelligent negotiators acknowledged so plain a need unless they stated a contrary rule in plain words. (Cited in *Warrior & Gulf Navigation*, *supra*)

It must be remembered that the Court was addressing itself here to the use of judicial arbitration, the situation in which the parties had agreed to have a neutral interpret their intentions at the time they wrote their collective bargaining agreement. In a basic sense, this is a "legal fiction." If the parties had had an "intent" or had even anticipated that the problem might arise, they would have been explicit or might have attempted at least to avoid ambiguity. Usually the arbitrator is addressing himself to the question, "What would the parties have intended if they had thought about the problem?" And he attempts to deduce this from what they actually did say in their negotiations as expressed by the contract.

Standards for the Interest Arbitrator

The above sets forth the enormous discretion accorded to the judicial arbitrator as he interprets the language of the contract in issues raised through the grievance procedure. Does the interest arbitrator, vested with responsibility for writing the contract, have similar authority, at least in terms of enforcement of his award?

The question is particularly critical since such an arbitrator is not deciding on a matter of passing concern; instead, he is legislating "the law of the shop" which will govern the behavior of the parties during the life of the agreement. Usually, his intervention is invoked with reference to the issues left unresolved at the bargaining table. Thus he may have the power to determine compensation, fringe benefits, working conditions, in accordance with the submission.

Some noted arbitrators are themselves reluctant to undertake such an assignment because they say, unlike the case in grievance arbitration, there are no established standards that can be applied to resolve conflicts over substantive contract issues.

There have been, however, some efforts to draw up criteria that interest arbitrators might observe and that the parties might use in preparing their case. Here, for example, are the guidelines set forth in the New York State Labor Relations Act that fact-finders and interest arbitrators were expected to use in resolving impasse in non-profit hospitals which were under state jurisdiction until passage of the 1974 amendments to the National Labor Relations Act:

- (a) the interest and welfare of the public;
- (b) changes in the cost of living as they affect employees' purchasing power;
- (c) comparison of the wages, hours, and conditions of employment of the employees involved in the arbitration proceedings, and the wages, hours and conditions of employment of employees doing the same, similar or comparable work or work requiring the same, similar, or comparable skills and expenditures of energy and effort, giving consideration to such factors as are peculiar to the industry involved;
- (d) comparison of wages, hours and conditions of employment as reflected in non-profitmaking hospitals and residential care centers in other comparable areas;
- (e) the security and tenure of employment with due regard for the effect of technological changes thereon as well as the effect of any unique skills, required training and other attributes developed in the industry and required for the job;
- (f) economic factors of the respective parties which are relevant to the arbitration decision;
- (g) such other factors not confined to the foregoing which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining arbitration or otherwise between the parties or in the industry. (New York State Labor Relations Act, Sec. 716 (7))

Obviously, these broad criteria leave considerable latitude to the interest arbitrator in applying his own values.

The Interest Arbitrator's Authority

A key question is whether the interest arbitrator in the private sector has the same status as the grievance arbitrator under the Supreme Court's Steelworkers Trilogy. A practical aspect of this question, for example, would be whether enforcement of such an award could be accomplished in the courts under Sec. 301 of the National Labor Relations Act which, the Supreme Court has ruled, authorizes suits to enforce agreements to arbitrate. But does this include the enforcement of agreements to arbitrate new contract terms in the event of impasse?

At first there was some reluctance on the part of the courts to give interest arbitration equal standing. The later trend, however, is described as follows by a leading authority:

Although an early and influential decision held that the enforcement of arbitration promises should be limited to grievance claims and not cover so-called interest arbitration, the clear current of the more recent opinions is to the contrary. For example, in *Winston-Salem Printing Pressmen Union No. 318 v. Piedmont Pub. Co.* [393 F.2d 221 (4th Cir. 1968)], the labor contract expressly provided for arbitration in the event the parties could not successfully negotiate terms for a new agreement. The court held that the rationale of the Supreme Court decisions dictates specific performance of such a promise to submit

interest disputes to arbitration, as a device selected by the parties to substitute for economic warfare. Indeed, interest arbitration has been ordered under a contract which lacked any such specific provision but contained a provision for a midterm reopener for wage negotiations, a standard arbitration clause and a clause forbidding the arbitrator to "add to" or to "change the terms of the contract." An evenly divided court of appeals, sitting en banc, in *Laundry Workers Local 93 v. Mahoney* [491 F.2d 1029 (8th Cir.) cert. denied 419 U.S. 825 (1974)], affirmed an order compelling arbitration, with the "controlling" opinion finding no sufficiently clear exclusion of interest disputes from the standard arbitration clause governing "grievances", and a concurring judge finding that the "no change" clause limited the arbitrator's remedial authority but did not deprive him in advance of jurisdiction. (Robert A. Gorman, *Labor Law*, St. Paul, Minn.: West Publishing Co., pp. 573-4.)

Part of the reason for the remaining uncertainty about the status of interest arbitration in the courts is the fact that it has not been used on as large a scale as grievance arbitration. As it gains wider acceptance, there will be more occasion for judicial utterances on the subject.

Public Sector Problems

As indicated above, governmental agencies may not be able to delegate full authority to a private party — the arbitrator — to make decisions that are constitutionally their prerogatives. If an arbitrator could issue a binding award in the area of wages, for example, the result would violate the duty imposed on legislatures to vote appropriations and to disburse the taxpayer's funds.

The general rule, then, is that the arbitrator's award is deemed to be advisory until the legislature or other appropriate body has approved it. Nevertheless, the same desire to strengthen the use of arbitration as a substitute for strikes is found in the public sector as in the private.

This is illustrated by an interesting case that was won by the Association of Pennsylvania State College and University Faculties (APSCUF) before the Commonwealth of Pennsylvania Labor Relations Board. The Board held that an interest arbitrator's award of a 4.5 percent salary increase over a one-year period had to be funded by the state, and that in failing to submit the award for legislative action it was guilty of violating the Public Employee Relations Act by "refusing to bargain collectively in good faith with an employee representative which is the exclusive representative of employees in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative." It was the failure to make the proper submission to the legislature that lay at the core of the case. (RF 51:4711) "It was incumbent upon the Commonwealth in this case," said the Board, "to establish that the law-making body met, considered, and either accepted or rejected the arbitration award. The Commonwealth has failed to do so."

The Board relied on a 1979 case, *Franklin Prison Board v. Pennsylvania Labor Relations Board*, in which the state Supreme Court had held that an interest arbitration award

was not "advisory only"; it could be rendered such only by appropriate action on the part of the proper authorities. "Where it is demonstrated by the public employer that the lawmaking body has met, considered and rejected an arbitration award concerning financial items, then Article III, Section 31 of the proviso of Section 805 becomes operative, and the award is thereby rendered advisory only."

There is no question, of course, about the legislature's right, after due consideration, to reject the arbitrator's award and exercise its constitutional authority which, in this case, was quite explicit in Section 24 of the Pennsylvania Constitution: "No money shall be paid out of the treasury, except on appropriation made by law. . . ." At most, the Board's decision, based on precedent established by its state court, indicates a predilection to uphold an interest arbitrator's award, even in the public sector, if the ultimate authority fails to act scrupulously in executing its oversight responsibility.

Final-Offer Arbitration

There have been only a very few cases in higher education where the parties have resorted to this novel method of resolving impasse. But the concept has been gaining attention in public-sector bargaining, principally to resolve deadlocks in police and firemen's negotiations.

The basic concept is simple: each side formulates its final offer, and the two propositions are submitted to the interest arbitrator who is required after hearing the case to choose one or the other *without any modification*.

Such a procedure is attractive because it does not encourage disputants to pass the buck to a third party. On the contrary. The pressure is to make as many compromises as possible at the table and to come forward with a final offer that is reasonable. It also disposes of the fear that an interest arbitrator might simply resolve the issue by "splitting the difference." If this were to occur, the party who has been most reasonable at the table has disadvantaged himself whereas the most obdurate has thereby improved his position.

If the final-offer arbitrator is under a duty to render a single decision on the total package, the parties are psycho-

logically under pressure to drop any unreasonable provision that may have been included in their proposals lest the arbitrator be forced to reject the total package.

Sometimes the parties agree to final-offer arbitration in which the arbitrator is authorized to make a separate decision on each of the disputed issues.

This approach is called *issue selection* in contrast to *package selection*.

The final offer concept allows for a number of variations on the theme. As outlined in an excellent short study by Peter Feuille (*Final Offer Arbitration*, International Personnel Management Association, 1313 East Sixtieth Street, Chicago, Ill. 60637), here are some of the alternatives:

1. *A chance to submit two final offers on the disputed issues.* This is the method adopted by Eugene, Oregon for all of its municipal unions. Feuille reports that over the four years following its adoption there were no strikes, and that in most submissions the city as employer was the successful party.

2. *Opportunity to amend the final offer during hearings.* This method was adopted by the Wisconsin state legislature. The arbitrator is required to choose between total packages but he must allow the parties, during the proceedings, to revise their last offer. Because of the chance to change the package in midstream, this method seems to encourage settlements before the arbitrator renders his award.

3. *Limiting types of issues subject to final offer arbitration.* Michigan's statute, applicable to law enforcement and fire department personnel, limits the subject matter to economic issues and permits the arbitrator to use the issues selection method. He has the right also to remand to the parties for further negotiation.

While final offer arbitration has been used principally in disputes between governmental agencies and unions, its success is beginning to bring similar activity in the private sector. Even major league baseball has used it in connection with salary disagreements.

It seems likely that academic bargaining will look to measures of this kind with increasing interest.

THE 1980 STRIKE SCENE

The projected rash of faculty strikes predicted by many observers of collective bargaining in higher education failed to materialize as the 1980-1981 academic year opened with a degree of relative calm. Fewer work stoppages were reported this year at the more than 400 colleges and universities with recognized bargaining agents.

There were only eight cases of impasse that could finally be categorized as actual strikes. Of the eight, none could be viewed as being a result of the *Yeshiva* decision. In none of the cases did the administration refuse to negotiate a successor agreement or to bargain with a newly certified bargaining agent.

In general, union observers report their impression that negotiations are now being conducted on a more sophisticated level, and that strikes are thus being avoided.

No Clear Pattern

Table I identifies the reported strikes during the Fall 1980 semester. No trend is evident with respect to the following items:

- (a) type of impasse issue;
- (b) geographical location of institutions;
- (c) bargaining agent involved.

TABLE I
SUMMARY OF STRIKES FALL 1980

Institution	State	No. in Bargaining Unit	Bargaining Agent
Belleville Area College	Illinois	142	AAUP
Bergen Community College	New Jersey	235	NEA
Univ. of Dubuque Seminary	Iowa	10	NEA
Long Island University Brooklyn Center	New York	250	AFT
McHenry County College	Illinois	55	NEA
Nassau Community College- Adjunct Faculty	New York	700	AFT
Schoolcraft College	Michigan	158	NEA
Union College	New Jersey	100	AAUP

If any pattern can be discerned, it is that the small number of work stoppages this Fall, a result that was not generally expected, can be explained by factors like the following:

First and most important in the private sector is that the National Labor Relations Board and the Courts have not come out with any guidelines based on the *Yeshiva* decision. In a sense there is a lull as the academic community awaits direction on this issue — a matter that may not be resolved in 1981.

Of the strikes reported this fall, several unusual phenomena are worth noting. The stoppage at Nassau Community College was conducted by a bargaining unit consisting of adjunct faculty, one of the few such units in the country. The major issue at impasse concerned the appointment of adjuncts, a topic that will be watched closely in the future in terms of both faculty retrenchment and declining student enrollment.

Strikes in religious seminaries are rare, but one such occurred at the University of Dubuque Seminary where a unit of ten struck over wages and an educational allowance fund. An eight percent settlement with an additional fund established for continuing education ended the impasse.

Community colleges accounted for six of the eight strikes with the issue of wages being the single most reported item at impasse. Settlements in the range of seven to ten percent were reported in those institutions where successor agreements have been ratified.

The longest strike of the present academic year took place at the Brooklyn Center of Long Island University. Faculty there were seeking parity with other LIU campuses. The compromise finally reached provided for gradual move-

ment toward parity over a three-year period, utilizing binding arbitration if necessary.

Long Range Trend

Table II summarizes the number of strikes during the past four Fall semesters. While it is difficult to generalize with respect to strikes, several observations can be made:

1. Fewer single-year contracts are being negotiated; thus greater labor stability is being assured by multi-year agreements.
2. Collective bargaining relationships in higher education are clearly maturing. Many parties are now negotiating their second and third multi-year agreements.
3. The overall economic setting — the pressures of inflation and retrenchment — are playing a part in the demands presented at the bargaining table.

While predictions for the Fall 1981 semester may be considered premature, there is little reason to doubt that the most significant factor will be the ultimate fallout from

TABLE II
STRIKE SUMMARY
FALL SEMESTER 1977-1980

Fall Semester	Number of Strikes
1977	6
1978	12
1979	11
1980	8

the *Yeshiva* decision that cuts the ground from under some faculty unions in the private sector.

If the National Labor Relations Board and the Courts eventually distinguish *Yeshiva University* from other colleges, the impact on the academic community will be minimal and the potential for strife will be reduced. But if, on the other hand, *Yeshiva* proves applicable to a broad swath of campuses, the faculty associations may feel pressed to embark on a series of recognition strikes. It should be recalled that the ostensible purpose of the National Labor Relations Act was, in part, to compel bargaining with majority unions in order to reduce the use of stoppages as a device for achieving bargaining.

REVIEWING TENURE POLICIES

The novel experience of faculty retrenchment in higher education, which now seems destined to be with us for some time to come, has sharpened interest in the distinction between tenured and probationary appointments. An examination of relevant provisions in a cross-section of contracts and in the procedures followed in a number of non-unionized institutions highlights the importance of systematically clarifying a whole series of areas. The following is a summary of the most critical items that call for consideration.

I. Defining the Probationary Employee

- A. Has the distinction between tenured and non-tenure track been clarified at the time of first appointment?
- B. How long does the probationary period last?
- C. What rules govern the accumulation of credit toward ending the probationary period?
- D. What types of activity and what ranks are limited to probationary personnel?

II. Rights During Probationary Period

- A. What are the rules on the granting of leaves for probationary employees?
- B. Does a leave of absence destroy continuity of service in determining eligibility for tenure? Or is the time simply not credited for that purpose while previous actual service is still counted?
- C. Is the probationer eligible for promotion? Will such a promotion affect eligibility for tenure?
- D. What rights does he/she have in faculty governance — e.g., participation in faculty bodies, voting in departmental elections, etc.?
- E. Short of the terminal date by which tenure must be achieved, what are the procedures involved in reappointments and performance review — e.g., teaching observations, evaluation of research, right of appeal in the event of rejection for reappointment?

Here the example has already been set by the Physicians National House Staff Association whose claim to bargaining was originally denied by the National Labor Relations Board, then affirmed by a Circuit Court of Appeals which later withdrew its decision and agreed to examine the case. In the interim, efforts to obtain clarifying legislation failed when the House of Representatives in November 1979 defeated a bill that would have made interns and residents "employees" instead of, as NLRB claims, "students" not protected by the statute.

Rather than continue the lobbying effort, the Association's convention last May voted to emphasize organization and implicitly the use of strikes to win recognition even in the absence of governmental protection.

- F. What rule does the institution follow in giving timely notice of non-reappointments?

In the event of retrenchment, what procedures are followed? For example, is the principle of seniority applied, and if so, how is it calculated?

III. Tenure

- A. Is tenure deemed to be automatic if the individual is reappointed at the end of the probationary period, or must there be a specific application for tenure followed by a special procedure for tenure decisions?
- B. Are criteria for the grant of tenure distinguished from mere reappointment or promotion, spelled out or left to be inferred?
- C. In specifying the length of service necessary before a tenure application, are the rules on accumulation of time clear? How does a break in service affect eligibility? Is credit given for prior service or service on an affiliated campus or other institution?
- D. Is tenure, system-wide, confined to a single campus, or limited to a discipline or segment thereof?
- E. What are the rights of administrative faculty in achieving or retaining tenure in the appropriate unit of the institution?
- F. Has the institution made it clear that there is no automatic right to tenure and that denial of tenure is no reflection on the individual but may be based on institutional needs rather than personal performance?

IV. Rights of Tenured Personnel

- A. Does a formal governance plan spell out the prerogatives of the tenured faculty member in decisions on curriculum, personnel and budget matters, etc.?
- B. Have procedures for disciplining or discharging tenured personnel been formalized with a view to assuring "due process"?
- C. In the event of retrenchment, what procedural safeguards exist to prevent bias or favoritism during a reduction

in force — for instance, seniority or other specified criteria reflecting academic need?

Finally, it is important to make sure that all such information as described above is readily available to both probationary and tenured personnel. This may be in the form of a collective bargaining agreement or in a governance document. In issuing any statements relating to these matters, administrative personnel in unionized institutions must first check to see that there is no discrepancy between innovations and the policies that are set forth in the collective bargaining agreement.

NATIONAL CENTER NEWS AND NOTES

Relocation. The physical location of the National Center has been moved to the 11th floor of 315 Park Avenue So., near 24th Street, New York, N.Y., two blocks from the former site. Phone numbers and mailing address remain the same, but those planning to visit the Center should be aware of the new location.

Salary Symposium. In preparation for our forthcoming symposium on Salary and Compensation we are interested in learning of any unique salary plans that may be in existence at your institution. Of particular value would be details about "individual worth compensation packages" and other forms of merit.

Computerized Data. As part of our 9th Annual Conference, April 28-29, 1981, we are planning a continuous display of our new automated computer data retrieval system for faculty collective bargaining agreements. Institutions that want to insure the placement of their contract "on line" with our computer or who are interested in engaging in a cooperative effort with respect to computers are urged to contact the Center.

Yeshiva Watch. The Center is continuing to maintain a Yeshiva update file in preparation for a forthcoming *Newsletter* special analysis issue which will survey the first year following the Supreme Court decision. We believe we are aware of most of the Court and NLRB actions during the past year but would appreciate information on any Yeshiva-like events that have taken place on your campus.

Workshops. The remaining regional workshops conducted by the National Center are to be held in Los Angeles and Providence (Kingston), R.I.

One type of workshop presents a hands-on approach to "Grievance and Arbitration Procedures and Techniques in Higher Education"; the other provides similar treatment for "Collective Bargaining and Contract Administration Techniques in Higher Education."

Members of the National Center who did not have a representative at the Eighth Annual Conference last April are entitled to send one representative without charge to any one of the workshops. Otherwise, the registration fee for members is \$195, and for non-members \$220. The sum includes tuition, course materials and luncheons for the two

days. Persons registering for both workshops in Los Angeles, which will be conducted back to back, may deduct \$50 from the total fee. Special group rates are available.

Membership Drive. The Annual Membership Drive of the Center is now on. The cost is \$250 per calendar year.

Entitlements: 1 free registrant at either the 9th Annual Conference or at any of the Center's Workshop series.

Subscription to the 1981 *Newsletter*, Vol. 9, five issues.

Subscription to combined 1980-81 *Bibliography*.

Subscription to 1981 *Proceedings* of Annual Conference.

Subscription to 1981 *Directory of Faculty Bargaining Agents and Contracts*.

Access to National Center Research Library — assistance with research questions by phone.

Discounted rates for automated computer data retrieval system.

Discounted rates on all other Center publications.

Discounted rates on all other Workshops or Conferences.

For Further information call or write: Mrs. Evan G. Mitchell, NCSCBHEP-Baruch College, 17 Lexington Avenue, Box 322, New York, N.Y. 10010. (212) 725-3390.

NEWSWORTHY EVENTS

Contracts and Settlements

Contract settled for full-time and part-time faculty at *City University of New York* with salaries increasing 8 percent on both September 1, 1980 and 1981. *Gov't Employee Relations Report*, 884: 24, Oct. 20, 1980.

Unionized faculty and librarians at *University of Massachusetts* ten campuses ratify three-year contract. *Gov't Employee Relations Report*, 887: 22, Nov. 11, 1980.

NATIONAL CENTER NEWSLETTER

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Court Cases

Federal judge overturns finding by NLRB that faculty member at *Berry College*, Ga. had been denied promotion in retaliation for efforts to form a union. *The Chronicle of Higher Education*, 2, Oct. 27, 1980.

Court upholds university's right to fire tenured professor, ruling that trustees of *Central Washington University* acted properly in firing professor on grounds of insubordination and misconduct. *The Chronicle of Higher Education*, 2, Oct. 27, 1980.

Delaware State College v. Ricks to be heard by Supreme Court. At issue is timeliness of job discrimination charges by faculty member denied tenure. *The Chronicle of Higher Education*, 21, Oct. 14, 1980.

Florida judge frees \$8.75 million for pay raises for faculty members at state's public colleges and universities, holding that provision in 1980 appropriations act tying pay raises to passage of controversial higher education bill was unconstitutional. *The Chronicle of Higher Education*, 26, Oct. 14, 1980.

NLRB abused its remedial discretion in ordering college to reinstate with back pay 10 instructors, even though college unlawfully refused to bargain over decision not to renew contracts, says the Court of Appeals in *Shaw College at Detroit v. National Labor Relations Board* (No. 77-1729, July 1, 1980), *Labor Relations Reporter, Decisions of the Courts*, 105 LRRM, 2509-10, Oct. 6, 1980.

University of Georgia professor, jailed for refusing to tell court how he voted on tenure case, is released from federal prison after completing 90-day sentence. *Higher Education Daily*, 4, Oct. 1, 1980.

Ontario court rules that *University of Toronto* improperly denied tenure. *The Chronicle of Higher Education*, 18, Dec. 1, 1980.

Elections

California Teachers Association, an NEA affiliate, succeeds in taking over representation rights from the AFT at *Palo Verde Community College*. *Gov't Employee Relations Report*, 885: 24, Oct. 27, 1980.

Faculty at *University of Colorado's Boulder* campus vote down collective bargaining. *Gov't Employee Relations Report*, 887: 24, Nov. 10, 1980.

Health science and law faculty members on Duluth and Twin Cities campuses of the *University of Minnesota* vote to quit bargaining units designated for their campuses. *The Chronicle of Higher Education*, 2, Oct. 6, 1980.

West Liberty State College faculty members affiliate with West Virginia Education Association. *Gov't Employee Relations Report*, 885: 25, Oct. 27, 1980.

Legislation

Lower House of Mexico's Congress passes bill making national union of university employees illegal; union threatens to strike for legal recognition at 27 universities where it has affiliates. *The Chronicle of Higher Education*, 13, Oct. 27, 1980.

State Decisions

Pennsylvania Labor Relations Board rules that state must fund wage increases for faculty of 3 state colleges and universities and directs state to submit legislation to implement arbitrator's award of 4.5% salary increase. *Pennsylvania Labor Relations Board v. Commonwealth of Pennsylvania (Commonwealth of Pennsylvania Labor Relations Board, Case No. PERA-C-11, 810-C, Aug. 26, 1980)*, *Gov't Employee Relations Report*, 884: 14-16, Oct. 20, 1980.

Vermont Labor Relations Board rules that *Vermont State Colleges'* board of trustees violated collective bargaining agreement when it refused to grant promotions to faculty member already approved by presidents. *The Chronicle of Higher Education*, 2, Oct. 20, 1980.

Research in Progress

Carnegie to name advisory panel to conduct two-year study of governance, focusing on colleges' relationships with states. *The Chronicle of Higher Education*, 20, Oct. 14, 1980.

Strikes

Faculty at *Long Island University's Brooklyn* campus return to class following six-week strike aimed at redressing inequity in pay between Brooklyn campus and two other campuses. *Higher Education Daily*, 4, Nov. 12, 1980.

An eight-day strike by adjunct faculty members at *Nassau Community College*, N.Y. ended when agreement was reached over part-time teaching assignments for evening classes. *Gov't Employee Relations Report*, 886: 26, Nov. 3, 1980.

Union College, N.J. faculty return to work after 12-day strike; full- and part-time faculty at *Schoolcraft College*, Mich., go back under court order; other strikes take place at *Dubuque Theological Seminary* and by non-faculty at *Wayne State University*. *Higher Education Daily*, 3-4, Sept. 3, 1980.

Yeshiva

NLRB to reopen cases at *Boston University* and at *Salem College* in light of Yeshiva. Though Boston case originally dealt with unionization of department heads, NLRB has been asked to reopen case so that managerial status of all faculty can be examined. *Higher Education Daily*, 1, Sept. 24, 1980.

Two petitions for review are pending at Supreme Court as a result of Yeshiva. Faculty at *Ithaca College* have asked to be exempted from Yeshiva limitations; petition by *Academy of Art College* in San Francisco, part of Stephens Institute, asks for definition of mature university. *The Chronicle of Higher Education*, 1-2, Oct. 3, 1980.

Miscellaneous

University of California at Berkeley has agreed to provide U.S. Department of Labor with copies of faculty review records, thereby avoiding possible loss of \$25 million in governmental contracts. *Gov't Employee Relations Report*, 884: 16-18, Oct. 20, 1980.